

## **EXHIBIT B**



St Paul Travelers 1st Choice<sup>SM</sup> for Lawyers

PROFESSIONAL  
POLICY

B

A Custom Insurance Policy Prepared for:

**Citak & Citak  
Attorneys at Law**

St. Paul Travelers 1st Choice<sup>SM</sup> for Lawyers



LAWYERS PROFESSIONAL LIABILITY  
DECLARATIONS PAGE

POLICY NUMBER: 507JB0670

ISSUE DATE: 03/27/2006

**THIS IS A CLAIMS-MADE POLICY. PLEASE READ IT CAREFULLY.**

INSURING COMPANY: St. Paul Fire and Marine Insurance Company, St. Paul, Minnesota

1. NAMED INSURED: Citak & Citak  
Attorneys at Law
2. PRINCIPAL ADDRESS: 270 Madison Avenue, Suite 1203  
New York, NY 10016
3. POLICY PERIOD: From: 04/28/06 To: 04/28/07  
Inception Expiration  
(12: 01 A. M. Standard Time at the Principal Address Stated Above)
4. LIMITS OF LIABILITY: \$ 1,000,000 EACH CLAIM  
\$ 1,000,000 POLICY AGGREGATE  
"Claims Expenses" are in addition to the Limits of Liability.
5. DEDUCTIBLE: \$ 5,000 EACH CLAIM  
\$ N/A POLICY AGGREGATE  
Deductible Applies to Indemnity only.
6. PREMIUM: \$ 7,038.00
7. RETROACTIVE DATE: FULL
8. FORM AND ENDORSEMENT NUMBERS ATTACHING TO THIS POLICY AT ISSUANCE:  
SEE ATTACHED FORMS LIST #40705

This policy consists of the Lawyers Professional Liability Declarations, Coverage Form, Endorsements listed above (or attached after inception) and the Application and any applicable supplements or attachments.

**NAME AND ADDRESS OF PRODUCER:**

JLT Services Corporation  
13 Cornell Rd  
Latham NY 12110

*Patricia A. Wilson*

Authorized Representative

In Witness Whereof, the Insurer has caused this policy to be signed by its President and Secretary and countersigned on the Declarations Page by a duly authorized agent of the Insurer.

*Jay S. Fishman*  
President

*DD Rosenberg*  
Secretary

St. Paul Travelers 1st Choice<sup>SM</sup> for Lawyers

**LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM**

**NEW YORK - LAWYERS PROFESSIONAL  
LIABILITY COVERAGE FORM**

**NOTICE - THIS IS A CLAIMS-MADE POLICY WITH "CLAIMS EXPENSES" IN ADDITION TO THE  
LIMITS OF LIABILITY. PLEASE READ IT CAREFULLY.**

THIS IS A CLAIMS-MADE POLICY. IF THE POLICY CONTAINS A RETROACTIVE DATE, THEN THE POLICY PROVIDES NO COVERAGE FOR "CLAIMS" FOR ANY ERROR, OMISSION, NEGLIGENT ACT OR "PERSONAL INJURY" IN THE RENDERING OR FAILURE TO RENDER "PROFESSIONAL LEGAL SERVICES" COMMITTED PRIOR TO THE POLICY INCEPTION DATE OR THE RETROACTIVE DATE. THIS POLICY APPLIES ONLY TO "CLAIMS", OR CIRCUMSTANCES REPORTED IN ACCORDANCE WITH SECTION IX-CONDITIONS B, FIRST MADE AGAINST THE INSURED DURING THE "POLICY PERIOD", ANY SUBSEQUENT RENEWAL OF THE POLICY OR APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED IN WRITING TO US PURSUANT TO THE TERMS HEREIN. THE LIMIT OF LIABILITY AVAILABLE TO PAY "DAMAGES" OR SETTLEMENTS SHALL NOT BE REDUCED BY AMOUNTS INCURRED AS "CLAIMS EXPENSES". ANY "CLAIMS EXPENSES" THAT ARE INCURRED SHALL NOT BE APPLIED AGAINST THE APPLICABLE RETENTION. WE SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY "CLAIM" AGAINST THE INSURED UNDER THIS POLICY.

COVERAGE FOR THE POLICY CEASES UPON TERMINATION OF COVERAGE EXCEPT FOR THE BASIC EXTENDED REPORTING PERIOD, UNLESS A SUPPLEMENTAL EXTENDED REPORTING PERIOD IS PURCHASED. POTENTIAL COVERAGE GAPS MAY ARISE UPON EXPIRATION OF THE SUPPLEMENTAL EXTENDED REPORTING PERIOD. IN GENERAL, THE NATURE OF CLAIMS-MADE COVERAGE IS SUCH THAT, DURING THE FIRST SEVERAL YEARS OF THE "CLAIMS-MADE RELATIONSHIP", CLAIMS-MADE RATES ARE GENERALLY LOWER THAN OCCURRENCE RATES (ASSUMING THAT COVERAGE ON AN OCCURRENCE BASIS IS AVAILABLE FOR THE INSURANCE IN QUESTION), AND YOU MAY EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASE, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE "CLAIMS-MADE RELATIONSHIP" REACHES MATURITY.

Throughout the policy the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we", "us", and "our" refer to the Company providing this insurance.

The word "Insured" means any person or organization qualifying as such under **SECTION II - INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VIII - DEFINITIONS.**

**SECTION I - INSURING AGREEMENTS**

We will pay on behalf of an insured "damages" and "claims expenses" for which "claim" is first made against an insured and reported to us within the "policy period", any subsequent renewal of the policy by us or applicable Extended Reporting Period. Such "damages" must arise out of an error, omission, negligent act or "personal injury", in the rendering of or failure to render "legal services" for others by you or on your behalf. The error, omission, negligent act or "personal injury" must occur on or after the retroactive date stated in the Declarations, if any.

We will have the right and duty to defend any "claim" or "suit" against an insured seeking "damages" to which this insurance applies, even if any of the allegations of the "claim" or "suit" are groundless, false or fraudulent. We may also make such investigation and, with your written consent, such settlement of any "claim" or "suit" we deem appropriate.

If an insured does not agree with a settlement recommended by us, our Limit of Liability is reduced to the total of the amount for which the "claim" or "suit" could have been settled plus all "claims expenses" incurred up to the time we made

**LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM**

our recommendation. We shall have the right to withdraw from further defense of the "claim" or proceeding by tendering control of said defense over to you.

We will not be obligated to pay "damages" or "claims expenses" or to defend any "claim" or "suit" after the applicable Limit of Liability has been exhausted by payment made by us towards judgments and/or settlements.

**SECTION II - INSURED**

Each of the following is an insured:

- A. The "Named Insured" shown in the Declarations; and
- B. Any person who was, is now or hereafter becomes a partner, officer, director, employee, principal, shareholder or member of the "Named Insured", whether named or not, but only while acting in the scope of their duties as such; and
- C. Any lawyer retained as Of Counsel by you, but only with respect to "professional legal services" performed for you or on your behalf or on behalf of a "predecessor firm"; and
- D. The estate, heirs, executors, administrators, and legal representatives of any insured in the event of such insured's death, incapacity, insolvency or bankruptcy, but only to the extent that such insured would otherwise be provided coverage under this policy; and
- E. Any "predecessor in business" or person who was a partner, officer, director, employee, principal, shareholder or member of any "predecessor in business" who provided "professional legal services" on behalf of any "predecessor in business", provided a request for such coverage is made to us and accepted in writing prior to the inception of such coverage; and
- F. Any organization you newly acquire or form is an insured under this policy only when we provide you our written acceptance. This provision applies to any partner, officer, director, employee, principal, shareholder or member of such newly acquired or formed organization.

**SECTION III - LIMITS OF LIABILITY**

Regardless of the number of insureds under this policy, the number of persons or organizations seeking "damages" or the number of "claims" made, our liability is limited as follows:

- A. The amount stated in the Declarations as applicable to each "claim" is the most we will pay for all "damages" arising out of the same or related errors, omissions, negligent acts or "personal injury". For the purposes of determining our Limit of Liability, all "claims" arising out of the same or related errors, omissions, negligent acts or "personal injury" will be deemed to have been made when the first of such "claims" is made whether such demands are made against one or more insureds or whether such demands are made by one or more persons and will be treated as a single "claim".
- B. The amount shown in the Declarations as Policy Aggregate is the most we will pay for all "damages" for all "claims" to which this insurance applies.

**SECTION IV - DEDUCTIBLE**

- A. Our obligation to pay "damages" under this policy applies only to the amount of "damages" which are in excess of the Deductible amount stated in the Declarations.
- B. The deductible amount applies to all "damages" incurred as the result of each "claim". The deductible amount does not apply to "claims expenses" incurred as the result of each "claim".
- C. The terms of the policy, including those with respect to our right and duty to defend "suits" and your duties in the event of a "claim", "suit" or circumstances which may give rise to a "claim", apply irrespective of the application of the deductible.
- D. We may pay any part or all of the deductible amount. Upon notification of the action we have taken, you shall reimburse us for such part of the deductible amount as we have paid.
- E. The Limits of Liability will not be reduced by the amount of any "damages" within the deductible amount.

**LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM****SECTION V – SUPPLEMENTARY PAYMENTS**

We will pay, in addition to the applicable Limit of Liability:

- A. All "claims expenses" in connection with any "claim" or "suit" we defend.
- B. All costs charged against any insured in such "claims" or "suits".
- C. All interest on the entire amount of any judgment which accrues after entry of the judgment and before we have paid, offered to pay or deposited, whether in court or otherwise, that part of the judgment which does not exceed our Limit of Liability.
- D. Prejudgment interest against any insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Liability, we will not pay any pre-judgment interest based on that period time after the offer.
- E. Premiums on appeal bonds and premiums on bonds to release attachments but not for bond amounts in excess of the applicable Limit of Liability.
- F. All reasonable expenses incurred by the insured at our request to assist us in the investigation of the "claim" or "suit", including actual loss of earnings up to \$250 a day for each insured because of time off from work, subject to a limit of \$5,000 for each individual insured subject to a maximum limit of \$10,000 per "policy period".
- G. All reasonable legal expenses incurred by the insured resulting from the defense of a proceeding by a regulatory or disciplinary official or agency to investigate charges of professional misconduct in the rendering of or failure to render "professional legal services" subject to a limit of \$5,000 per "policy period".

**SECTION VI – POLICY TERRITORY**

This policy applies worldwide, provided that "claim" is made and "suit" is brought within the United States of America (including its territories or possessions), Puerto Rico or Canada.

**SECTION VII – EXCLUSIONS**

This insurance does not apply to "claims":

- A. Arising out of any dishonest, fraudulent, criminal or malicious act, error, omission or "personal injury" committed by, at the direction of, or with the knowledge of an insured. This exclusion does not apply to an insured who did not personally commit or personally participate in committing any of the knowingly wrongful acts, errors, omissions or "personal injury", provided that:
  1. Such insured had neither notice nor knowledge of such knowingly wrongful act, error, omission or "personal injury"; and
  2. Such insured, upon receipt of notice or knowledge of such knowingly wrongful act, error, omission or "personal injury", notifies us as soon as possible.
- B. Arising out of "bodily injury" or "property damage".
- C. Made by one insured under this policy against another insured under this policy.
- D. Alleging discrimination.
- E. Arising out of any insured's activities and/or capacity as a fiduciary under The Employee Retirement Income Security Act of 1974 as amended, or similar responsibility under state statutory or common law, except if the insured is deemed to be a fiduciary solely by reason of "professional legal services" rendered with respect to any employee benefit plan.
- F. Based upon or arising out of any insured's capacity as:
  1. A public official or employee of a governmental body, subdivision or agency thereof unless the insured is deemed to be such solely by virtue of rendering "professional legal services" to such governmental body, the remuneration for which services inures to the benefit of the "Named Insured"; or
  2. An officer, director, partner, employee, principal, shareholder or member of any organization other than the "Named Insured" or any "predecessor in business".

**LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM**

- G. Arising out of any error, omission, negligent act or "personal injury" occurring prior to the inception date of this policy if any insured prior to the inception date knew or could have reasonably foreseen that such error, omission, negligent act or "personal injury" might be expected to be the basis of a "claim" or "suit".
- H. Arising out of:
1. The promotion, sale or solicitation for sale of securities, real estate, or other investments by any insured; or
  2. Recommendations, representations or opinions concerning specific investment advice by any insured or any person or organization referred to by any insured in connection with portfolio or trust account management, or the performance or nonperformance of securities, real estate, or other investments.
- I. Arising out of "professional legal services" performed for or on behalf of any organization other than the "Named Insured" or any "predecessor in business" at any time when those services were performed the organization was:
1. Directly or indirectly controlled, operated or managed by any insured; or
  2. Owned by any insured, or by a spouse of any insured, in a percentage which exceeds:
    - a. 5% of the issued and outstanding voting stock of the shares of a publicly traded organization; or
    - b. 10% of the shares of a closely or privately held organization.
- J. Against any insured as a beneficiary or distributee of any trust or estate.
- K. Arising out of liability assumed by any insured under any indemnity, hold harmless or similar provisions or agreements, but this exclusion does not apply to liability an insured would have in the absence of such agreements.
- L. Arising out of the inability or failure to pay, collect, administer or safeguard funds held or to be held for others.
- M. Arising out of the alleged notarized certification or acknowledgment by any insured, in their capacity as a notary public, of a signature on a document which the insured did not witness being placed on the document.
- N. Arising solely out of an error, omission, negligent act or "personal injury" of a lawyer with whom you share or shared common office space or common office facilities and who is or was not an insured under this policy.

**SECTION VIII - DEFINITIONS**

- A. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including the death of any person, resulting at any time. "Bodily injury" includes mental anguish and emotional distress.
- B. "Claim" means a demand received by an insured for money alleging an error, omission or negligent act in the rendering of or failure to render "professional legal services" for others by you or on your behalf.
- C. "Claims Expense" means reasonable and necessary fees charged by (an) attorney(s) designated or approved in writing by us and all other fees, costs, and expenses resulting from the investigation, adjustment, defense and appeal of a "claim", "suit" or proceeding arising in connection therewith, if incurred by us or by an insured with our written consent.
- D. "Claims-Made Relationship" means that period of time between the Inception Date of the first claims-made policy between you and us, without any gap of coverage, but does not include any period covered by an Extended Reporting Period.
- E. "Damages" means compensatory damages which an insured becomes legally obligated to pay as a result of any judgment, award or settlement, provided any settlement is negotiated with the assistance and approval of us. "Damages" does not include punitive or exemplary damages, fines, sanctions or penalties, equitable relief or the return or reimbursement of fees for "professional legal services" whether or not rendered.
- F. "Named Insured" means the person or entity as stated in the Declarations.

**LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM**

G. "Personal Injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment; or
2. Malicious prosecution; or
3. The wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor; or
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

H. "Policy Period" means the period from the inception date of this policy to the policy expiration date, as set forth in the Declarations, or the date of cancellation, whichever is earlier.

I. "Predecessor in Business" means a law firm or practice which has undergone dissolution and at least 50% of the owners, officers, partners, principals or shareholders of the prior firm have joined you.

J. "Professional Legal Services" means services performed or advice given by you or on your behalf for others in the conduct of your practice as a lawyer, real estate title insurance agent, notary public, arbitrator or mediator. It includes services performed for others ordinarily rendered by a lawyer as an administrator, conservator, executor, guardian, trustee, receiver, or in any other similar fiduciary capacity and then only for such services. It does not include services performed or advice given while acting in the capacity of an employee, officer, director, partner, shareholder, principal, investor, member, agent or in any other capacity that gives rise to a conflict of interest of any organization other than the "Named Insured" or any "predecessor in business".

K. "Property Damage" means:

1. Physical injury to tangible property, including all resulting loss of use of that property; or

2. Loss of use of tangible property that is not physically injured.

L. "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such "damages" are claimed and to which an insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which an insured submits with our consent.

**SECTION IX - CONDITIONS****A. Extended Reporting Periods**

**CONDITION A.** Extended Reporting Periods, will not apply to this policy, except for the automatic 60 Day Basic Extended Reporting Period described in Paragraph 1 below, if the "claims-made relationship" between you and the Company has been less than one year and the policy has been terminated for nonpayment of premium or fraud.

1. In the event of any termination of coverage which is defined as:

- a. Cancellation; or
- b. Nonrenewal; or
- c. Decrease in the Limits of Liability; or
- d. Reduction of coverage; or
- e. Increased deductible; or
- f. New exclusion; or
- g. Any other change in coverage which is less favorable to the Insured;

An automatic 60 Day Basic Extended Reporting Period will be furnished to the insured for reporting any "claim" first made against the insured arising out of an error, omission, or negligent act to which this coverage applies and which occurred after any retroactive date, if any, and prior to the end to the "policy period". Any "claims" reported under this 60 Day Basic Extended Reporting Period will

**LAWYERS' PROFESSIONAL LIABILITY COVERAGE FORM**

be considered as having been made before the end of the "policy period". The 60 Day Basic Extended Reporting Period coverage is excess over any other valid and collectible insurance available to any insured.

The 60 Day Basic Extended Reporting Period does not increase our Limits of Liability. The Limit of Liability for the 60 Day Basic Reporting Period will be the amount of coverage remaining in the Aggregate Limit of Liability of the terminated policy.

2. You will also have the right to purchase a Supplemental Extended Reporting Period. Upon payment of the additional premium, we will issue an endorsement providing a three (3) year Supplemental Extended Reporting Period, inclusive of the 60 Day Basic Extended Reporting Period specified in Paragraph 1 above. This endorsement will cover "claims" first made during the Supplemental Extended Reporting Period for errors, omissions or negligent acts which occurred prior to the end of the "policy period" and are otherwise covered by the policy. The additional premium for this Supplemental Extended Reporting Period will be 190% of the policy's last annual premium. This Supplemental Extended Reporting Period coverage is excess over any other valid and collectible insurance available to any insured.

3. Not later than thirty (30) days after the termination of coverage, we will mail or deliver to the first "Named Insured" in Item 1 of the Declarations, written notice of the Basic Extended Reporting Period, and the availability of, the premium for, and the importance of purchasing the Supplemental Extended Reporting Period. Proof of mailing or delivery, shall be sufficient proof of notice.

The first "Named Insured" will have the greater of sixty (60) days from the effective date of termination of coverage, or thirty (30) days from the date of mailing or delivery of the notice of the availability to purchase the Supplemental Extended Reporting Period, to submit written

acceptance of, and premium for, the Supplemental Extended Reporting Period to us.

4. If this policy or continuous claims-made policy's, issued on behalf of the Company, have been in effect for less than three (3) years, the amount of coverage afforded under the Supplemental Extended Reporting Period shall be the greater of the amount of coverage remaining in the policy's Annual Aggregate Limit of Liability or fifty percent (50%) of the policy's Annual Aggregate Limit of Liability.

If this policy or continuous claims-made policies, issued on behalf of the Company, have been in effect for three (3) years or more, the amount of coverage will be equal to 100% of the policy's Annual Aggregate Limit of Liability.

5. If you become totally and permanently disabled or die during the "policy period", the period for reporting "claims" is extended until your disability ends or the executor or administrator is discharged.

No additional premium will be charged for this extension nor will any premium be refunded.

We also require one of the following, within 60 days after the end of this policy, for this coverage to apply:

- a. Written proof of your permanent and total disability, including the date it happened, certified by your attending physician. You agree to submit to medical examination(s) by any physician(s) we designate if requested; or
  - b. Written proof of the date of your death.
6. During a "claims-made relationship" and any Extended Reporting Period, a person employed or otherwise affiliated with you and covered by your claims-made policy during such affiliation will continue to be covered under such policy and any Extended Reporting Period after the affiliation has ceased, for such

**LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM**

person's errors, omissions or negligent acts performed on your behalf during the affiliation with you.

If this policy was issued to a corporation or partnership, we will provide an Individual Extended Reporting Period coverage upon termination of coverage to any person covered under the policy if:

- a. Such entity has been placed in liquidation or bankruptcy or permanently ceases operations; and
- b. The entity or its designated entity does not purchase Extended Reporting coverage; and
- c. Such person requests the Individual Extended Reporting Period within 120 days of termination of coverage.

We will not be obligated to provide any notice to any person of the availability of the Extended Reporting Periods coverage other than to the first "Named Insured".

**B. Reporting of Circumstances Which May Give Rise to a "Claim"**

If, during the "policy period", any Insured first becomes aware of a circumstance which may give rise to a "claim" (i.e., any act, error, omission or "personal injury" which might reasonably be expected to be the basis of a "claim" against any insured under this policy), the insured must give written notice in accordance with **SECTION IX - CONDITIONS C. Insured's Duties in the Event of a "Claim", "Suit" or Circumstances Which May Give Rise to a "Claim".** Any "claims" subsequently made against any insured arising out of that circumstance shall be considered to have been made and reported during the "policy period".

**C. Insured's Duties in the Event of a "Claim", "Suit" or Circumstances Which May Give Rise to a "Claim"**

1. You and another involved insured must see to it that we are notified in writing as soon as practicable and within the "policy period", any subsequent renewal of the policy by us or any applicable Extended

Reporting Period of any circumstance which may give rise to a "claim". To the extent possible, written notice should include:

- a. The specific act, error, omission or "personal injury" including the date(s) thereof; and
  - b. The "damages" that may reasonably result; and
  - c. The date and circumstances by which any insured became aware of the act, error, omission or "personal injury".
2. If a "claim" is received by any insured you must:
- a. Immediately record the specifics of the "claim" and the date received ; and
  - b. Notify us as soon as practicable.

You and any other involved insured must see to it that we receive written notice of the "claim" as soon as practicable and within the "policy period", any subsequent renewal of the policy or applicable Extended Reporting Period.

3. You and any other involved insured must:
  - a. Immediately send us copies of any demands, notices, summons' or legal papers received in connection with the "claim" or "suit"; and
  - b. Authorize us to obtain records and other information; and
  - c. Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any insured because of "damages" to which this insurance may also apply.
4. No insured will, except at their own cost, voluntarily make a payment,

**LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM**

assume any obligation, or incur any expense without our written consent.

5. Notice given by or on behalf of an insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

**D. Transfer of Right of Recovery Against Others**

If an insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. Such insured must do nothing after a "claim" is made or "suit" is brought to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Failure to comply with this **CONDITION D** will not in itself impair coverage, provided that the insured against whom "claim" is made or "suit" is brought did not personally impair rights of recovery or have knowledge of such impairment. Furthermore, upon receipt of such knowledge, such insured must immediately notify us that those rights have been impaired.

**E. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first "Named Insured" shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policies' terms can be amended or waived only by an endorsement issued by us as part of this policy.

**F. Legal Action Against Us**

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a "claim" or "suit" asking for "damages" from an insured; or
2. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**G. Bankruptcy**

Bankruptcy or insolvency of any insured or of an insured's estate will not relieve us of our obligations under this policy.

**H. Cancellation**

1. The first "Named Insured" may cancel this policy by:
  - a. Surrendering the policy to us or any of our authorized agents; or
  - b. Mailing to us written notice stating when thereafter the cancellation shall be effective.
2. Cancellation of Policies in Effect 60 Days or Less

This policy may be cancelled by us by mailing or delivering to the first "Named Insured" written notice stating the reason for cancellation at the mailing address shown in the policy, and the authorized agent or broker at least:

- a. 30 days before the effective date of cancellation if the policy is cancelled for any reason not included in Paragraph b below.
- b. 15 days before the effective date of cancellation if the policy is cancelled for any of the following reasons:
  - (1) Nonpayment of premium (if we cancel for this reason, the notice will include the amount due); or
  - (2) Conviction of a crime arising out of acts increasing the hazard insured against; or

**LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM**

- (3) Discovery of fraud or material misrepresentation in the obtaining of this policy or in the presentation of a "claim" thereunder; or
- (4) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current "policy period"; or
- (5) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed; or
- (6) Required pursuant to a determination by the Superintendent that the continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public; or
- (7) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or
- (8) Revocation or suspension of the insured's license to practice his/her profession.

**3. Cancellation of Policies in Effect for More Than 60 Days**

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy issued by us, this policy may be cancelled by us only for any of the reasons listed in 2, b, above provided we mail written notice of cancellation stating the reason for

cancellation to the first "Named Insured" at the address shown in the policy and to the authorized agent or broker at least 15 days before the effective date of cancellation.

- 4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the "policy period".
- 5. If the first "Named Insured" cancels, earned premium will be computed in accordance with the customary short rate table and procedure. If we cancel, earned premium shall be computed pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, the company will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective. Payment or tender of unearned premium is not a condition of cancellation.

- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**1. Nonrenewal or Conditional Renewal**

**1. Nonrenewal**

If we decide not to renew this policy we will mail or deliver written notice of nonrenewal to the first "Named Insured" as provided in Paragraph 1, 3, below, along with the specific reason(s) for nonrenewal.

**2. Conditional Renewal**

If we condition renewal of this policy upon:

- a. Change of limits; or
- b. Change in type of coverage; or
- c. Reduction of coverage; or
- d. Increased Deductible; or

**LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM**

- e. Addition of an exclusion; or
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating or audit;

We will send, mail or deliver written notice of conditional renewal as provided in Paragraph 3 below stating renewal premium and specific reason(s) for the conditional renewal.

**3. Notices of Nonrenewal and Conditional Renewal**

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs 1, 1, and 1, 2, above, we shall mail or deliver written notice to the first "Named Insured" at least 60 but not more than 120 days before:

(1) The Expiration Date; or

(2) The anniversary date if this is a continuous policy.

- b. Notice will be mailed or delivered to the first "Named Insured" at the address shown in the policy and to the authorized agent or broker. If notice is mailed or delivered, proof of mailing or delivery, will be sufficient proof of notice.

- c. We will not send the first "Named Insured" notice of nonrenewal or conditional renewal if the "Named Insured", the authorized agent or broker or another insurer of the "Named Insured" mails or delivers notice that the policy has been replaced or is no longer desired.

**4. Late Notice of Conditional Renewal or Nonrenewal**

- a. If prior to the expiration of this policy, we send an incomplete or late conditional renewal notice or a late or incomplete nonrenewal notice as provided for in Paragraph 1, 3, above, coverage

will remain in effect at the same terms and conditions of this policy and at the lower of the current rates or the prior period's rates until sixty (60) days after such notice is mailed or delivered, unless you elect to cancel sooner.

- b. If we do send the first "Named Insured" notice of nonrenewal or conditional renewal until on, or after the expiration of the current coverage, coverage will remain in effect on the same terms and conditions of the expiring policy for another "policy period" and at the lower of the current rates or the prior period's rates, unless the insured notifies us during the additional "policy period" coverage has been replaced or elects to cancel, in which event cancellation shall be on a pro rata basis.

- c. The Aggregate Limit of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraphs 4, a, and 4, b, above.

**J. Conformity to Statute**

The terms of this policy which are in conflict with the statutes of the state wherein this policy is delivered are hereby amended to conform to such statute.

**K. Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual "Named Insured".

If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have rights and duties, but only with respect to that property.

**L. Other Insurance**

**LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM**

This insurance, including any applicable Extended Reporting Period coverage, is excess over any other valid and collectible insurance available to any insured.

**M. Examination of Your Books and Records**

You must keep accurate records of the information we will need to compute your premium. You agree to allow us to examine and audit your financial books and records that relate to this insurance. We may do this within one hundred and eighty (180) days after expiration of this policy.

We may as soon as practicable following such audit, refund or credit your account for any return premium due you, or bill and make a good faith effort to collect any additional premium due us, as a result of such audit.

If you fail to cooperate with us in our attempt to conduct an audit, including your failure to return any questionnaires or self-audit worksheets, we shall have the right to not renew your policy upon expiration of the current policy due to our inability to establish your proper premium.

**N. Transfer of Duties When a Limit of Insurance is Used Up**

1. If we conclude that based on the "claims", or "suits" which have been reported to us and to which this insurance may apply, that the Annual Aggregate Limit of Liability is likely to be used up in the payment of judgments or settlements, we will notify the first "Named Insured" in Item 1 of the Declarations, in writing, to that effect.

2. When the Annual Aggregate Limit of Liability has actually been used up in the payment of judgments or settlements:

a. We will notify the first "Named Insured", in writing, as soon as practicable, that:

- (1) Such limit has actually been used up; and
- (2) Our duty to defend "suits" seeking "damages" subject to

the Annual Aggregate Limit has also ended.

b. We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all "claims" and "suits" seeking "damages" which are subject to the Annual Aggregate Limit and which are reported to us before the limit is used up. That insured must cooperate in the transfer of control of said "claims" and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

c. The first "Named Insured" in Item 1 of the Declarations, and any other insured involved in a "suit" seeking "damages" subject to the Annual Aggregate Limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangement for the defense of such "suit" must be made as soon as practicable.

3. The first "Named Insured" in Item 1 of the Declarations will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph 2, b, above.

4. The exhaustion of the Annual Aggregate Limit of Liability by the payments of judgments or settlements, and the resulting end of our duty to defend will not be affected by our failure to comply with any of the provisions of this **CONDITION N.**

**O. Premiums and Premium Audit**

1. All premiums for this policy are computed in accordance with our rules and rates.
2. If the Premium in Item 6 of the Declarations, is shown as adjustable

**LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM**

or subject to audit, it is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. An audit to determine the final premium due or to be refunded will be completed within 180 days after the Expiration Date of the policy and may not be waived. Audit premiums are due and payable on notice to the first "Named Insured" in Item 1 of the Declarations. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first "Named Insured".

3. The first "Named Insured" in Item 1 of the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we may request.

The first "Named Insured" shown in the Declarations:

- a. Is responsible for the payment of all premiums and deductibles; and
- b. Will be the payee for any return premiums we pay.

**P. Representations**

By accepting this policy, you agree:

1. The statements in the application and any supplements which are attached to and forms a part of the policy are accurate and complete; and
2. We have issued this policy in reliance upon your representations.

**Q. Headings**

The descriptions in the headings and subheadings of this policy are solely for convenience and form no part of the terms, conditions exclusions and limitation of this policy.

**R. Loss Information**

We will provide the first Named Insured with the following loss information for the period of time that we have continuously provided coverage under this policy:

1. The date and description of the error, omission, negligent act, or "personal injury" on closed claims, including the amount of payment, if any;
2. The date and description of the error, omission, negligent act, or "personal injury" on open claims, including the amount of payment, if any;
3. The date and description of each error, omission, negligent act, or "personal injury" you reported to us.

We will provide this information only if we receive a request for it from the first Named Insured or the first Named Insured's agent or broker. Once we receive this request, we will mail or deliver the information to the first Named Insured or the first Named Insured's agent or broker within 20 days.

We collect this information for our own business purposes. We do so as carefully and accurately as we can. In giving this information to the first Named Insured or the first Named Insured's agent or broker, we don't make any promises or warranties to anyone that this information has no errors. Any cancellation or nonrenewal will take effect even if we accidentally provide incorrect information.

**S. Optional Extension for a Reduction in Coverage**

If there is a reduction in coverage, we will make available to you an extension that applies the coverage previous to that reduction to covered claims resulting from errors, omissions, negligent acts, or "personal injury" committed before the effective date that coverage was reduced.

We will notify you in writing within 30 days after the effective date of the reduction in coverage of the Basic Extended Reporting Period, the need for purchasing this extension, and the current cost of this extension.

The requirements for you to obtain such an extension are the same as those for the Supplemental Extended Reporting Period.

## LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM

We will continue to offer such an extension, while coverage is continuously provided by us, until you choose not to purchase the extension when it is offered or this Coverage Form is canceled or not renewed.

If this optional extension is continuously provided by us from the effective date of the reduction in coverage to the date that this Coverage Form ends because one of us chooses to cancel or not renew it, the optional extension will be part of the Basic Extended Reporting Period or Supplemental Extended Reporting Period available to you at that time.

### T. Retroactive Date

The retroactive date may not be changed during the time that this claims-made Coverage Form has been continuously in effect with us or any reporting period.

This policy consists of the Lawyers Professional Liability Declarations, Coverage Form, Endorsements listed in that Declarations (or subsequently attached), and the Application including any applicable supplements.

In return for payment of the premium, we agree with the "Named Insured" to provide the insurance afforded by this policy. That insurance will be provided by the Company indicated as the INSURING COMPANY in the Declarations.

**LAWYERS PROFESSIONAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR LIABILITY EXCLUSION**

A. This insurance does not apply to "damages" or "claims expenses" for "claims" or "suits" arising out of the failure to discover or disclose the presence or existence of a "nuclear facility", "nuclear material", "spent fuel" or "waste".

B. As used in this endorsement:

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (1) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (2) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

1. Any "nuclear reactor"; or
2. Any equipment or device designed or used for the (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or packaging "waste"; or
3. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of 235; or
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste", and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

## LAWYERS PROFESSIONAL LIABILITY

NEW YORK APPLICATION AND DECLARATION PAGE ADDENDUM  
CLAIMS-MADE  
DISCLOSURE FORM

## IMPORTANT NOTICE TO APPLICANT OR POLICYHOLDER

THIS DISCLOSURE FORM IS NOT THE POLICY. THIS FORM DESCRIBES SOME OF THE MAJOR FEATURES OF OUR **CLAIMS-MADE** LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM. READ THE COVERAGE FORM CAREFULLY TO DETERMINE DUTIES, RIGHTS, AND WHAT IS AND IS NOT COVERED. THE PROVISIONS OF THE COVERAGE FORM DETERMINE THE SCOPE OF INSURANCE PROTECTION.

WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANINGS AND ARE DEFINED IN THE COVERAGE FORM.

- A. The policy provides a specific type of liability insurance protecting the policyholder under certain circumstances. Please review the coverage form carefully with your agent or broker to see that it meets your needs and to thoroughly understand its exclusions, exceptions and limitations.
- B. The Lawyers Professional Liability Coverage Form is a Claims-Made form. No coverage is provided for any "claim" which was made prior to the inception date of the policy or for any circumstances occurring before the inception date of the policy which any insured knew about or could reasonably foresee would result in a "claim". If the policy includes a Retroactive Date in the Declarations or a Prior Acts Limitation endorsement, no coverage is provided for any errors, omissions, or negligent acts which occurred prior to the Retroactive Date. The policy applies only to any "claim" which is the result of an error, omission or negligent act in the rendering of or failure to render "professional legal services" for others by you or on your behalf during the "policy period". The "claim" must be first made against an insured during the "policy period" or any applicable Extended Reporting Period. All "claims" must be reported to us as soon as practicable and within the "policy period", any subsequent renewal or applicable Extended Reporting Period. All coverage provided by the policy will cease upon termination of the policy unless and to the extent an Extended Reporting Period applies.
- C. If the policy is nonrenewed or terminated or if the Basic or Supplemental Extended Reporting Period has expired, you may have a gap in coverage. Your new insurance carrier may or may not provide coverage on the same basis as this policy or may change the Retroactive Date. It is important for you to review **SECTION IX - CONDITIONS A**, Extended Reporting Periods, in the Coverage Form for the availability of and requirements for the following options:
1. Our Coverage Form automatically provides a 60 days Basic Extended Reporting Period at no additional cost for reporting "claims" resulting from errors, omissions or negligent acts in the rendering or failure to render "professional legal services" by the insured or on the insured's behalf during the "policy period".
  2. The first "Named Insured" may purchase for an additional premium of 190% of the premium stated in Item 6 of the Declarations Page a Supplemental Extended Reporting Period of thirty-six (36) months for reporting "claims" from errors, omissions or negligent acts in the rendering or failing to render "professional legal services" during the "policy period". This Supplemental Extended Reporting Period is inclusive of the Basic Extended Reporting Period.
- D. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and you can expect substantial annual premium increases, independent of overall rate-level increases, until the claims-made relationship reaches maturity.



**IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION**

For information about how St. Paul Travelers compensates independent agents and brokers, please visit [www.stpaultravelers.com](http://www.stpaultravelers.com), or you may request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183; Fax (860) 954-5987.



## HOW TO REPORT LOSSES, CLAIMS, OR POTENTIAL CLAIMS TO US

Reporting new losses, claims, or potential claims to us promptly can be critical. It helps us to resolve covered losses or claims as quickly as possible and often reduces their overall cost. Prompt reporting:

- better protects your interests;
- helps us to try to resolve losses or claims more quickly and to everyone's satisfaction - yours, any claimant's and ours; and
- often reduces the overall cost of a loss or claim - losses or claims reported more than five days after they happen cost on average 35% more than those reported earlier.

To report losses, claims, or potential claims to us, we can be contacted easily and quickly by fax, U S mail, or email.

### FAX

Use this number to report a loss, claim, or potential claim by fax toll free.

1-888-460-6622

### U S MAIL

Use this address to report a loss, claim, or potential claim by U S Mail.

Professional E&O Claims Department  
The St. Paul Travelers Companies, Inc  
St. Paul Fire and Marine Insurance Company  
Mail Code 508F  
385 Washington Street  
Saint Paul, Minnesota 55102

### EMAIL

Use this address to report a loss, claim, or potential claim to us by email.

[Pro.E&O.Claim.Reporting@SPT.com](mailto:Pro.E&O.Claim.Reporting@SPT.com)

This is a general description of how to report a loss, claim, or potential claim under your policy. This description does not replace or add to the terms of your policy. Your policy alone determines the scope of your insurance protection. Please read it carefully for complete information on your coverage. You should contact your agent or broker if you have any questions about your coverage.



**St. Paul Travelers 1<sup>ST</sup> Choice<sup>SM</sup>**  
**Lawyers Professional Liability Insurance Application**

- ☐ St. Paul Fire and Marine Insurance Company, Saint Paul, Minnesota  
☐ St. Paul Mercury Insurance Company, Saint Paul, Minnesota  
☐ St. Paul Guardian Insurance Company, Saint Paul, Minnesota

**IMPORTANT NOTE:** This is an application for a policy, which, if issued will be on a claims-made basis. To be covered, "claims" must be first made against the insureds and reported during the "policy period", any subsequent renewal of the policy or applicable extended reporting period.

Throughout this application the terms "you" and "your" mean the firm or the individual who is applying for this insurance.

Submitting Agency: \_\_\_\_\_ Agency Code: \_\_\_\_\_ ☐ Direct ☐ Sub-Produced

Licensed Producer Name: \_\_\_\_\_

**INSTRUCTIONS:** ALL QUESTIONS MUST BE ANSWERED ACCURATELY AND COMPLETELY. IF A POLICY IS ISSUED, THE COMPLETED APPLICATION AND SUPPLEMENTS WILL BE ATTACHED TO AND BECOME PART OF THE POLICY. IF ADDITIONAL SPACE IS NEEDED, CONTINUE ON YOUR LETTERHEAD AND REFER TO THE QUESTION NUMBER.

**COVERAGE REQUESTED**

1. Limits of Liability.

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> \$100,000/\$300,000   | <input checked="" type="checkbox"/> \$1,000,000/\$1,000,000 | <input type="checkbox"/> \$4,000,000/\$4,000,000 | <input type="checkbox"/> \$9,000,000/\$9,000,000   |
| <input type="checkbox"/> \$200,000/\$600,000   | <input type="checkbox"/> \$1,000,000/\$2,000,000            | <input type="checkbox"/> \$5,000,000/\$5,000,000 | <input type="checkbox"/> \$10,000,000/\$10,000,000 |
| <input type="checkbox"/> \$250,000/\$500,000   | <input type="checkbox"/> \$2,000,000/\$2,000,000            | <input type="checkbox"/> \$6,000,000/\$6,000,000 |  |
| <input type="checkbox"/> \$500,000/\$500,000   | <input type="checkbox"/> \$2,000,000/\$4,000,000            | <input type="checkbox"/> \$7,000,000/\$7,000,000 |  |
| <input type="checkbox"/> \$500,000/\$1,000,000 | <input type="checkbox"/> \$3,000,000/\$3,000,000            | <input type="checkbox"/> \$8,000,000/\$8,000,000 |  |

2. Deductible Amount Requested.

- |                                  |                                  |   |                                   |                                   |                                   |                                 |
|----------------------------------|----------------------------------|---|-----------------------------------|-----------------------------------|-----------------------------------|---------------------------------|
| <input type="checkbox"/> \$1,000 | <input type="checkbox"/> \$2,500 | <input type="checkbox"/> \$4,000            | <input type="checkbox"/> \$10,000 | <input type="checkbox"/> \$20,000 | <input type="checkbox"/> \$35,000 | <input type="checkbox"/> Other: |
| <input type="checkbox"/> \$2,000 | <input type="checkbox"/> \$3,000 | <input checked="" type="checkbox"/> \$5,000 | <input type="checkbox"/> \$15,000 | <input type="checkbox"/> \$25,000 | <input type="checkbox"/> \$50,000 | \$ _____                        |

3. Other Deductible and Limit Options:

- |   |   |  |
|---|---|--|
| Annual Aggregate Deductible                       | <input type="checkbox"/> Currently Have | <input type="checkbox"/> Interested in Quotation |
| Deductible Not Applicable Towards Claims Expenses | <input type="checkbox"/> Currently Have | <input type="checkbox"/> Interested in Quotation |
| Claims Expenses Outside Limits of Liability       | <input type="checkbox"/> Currently Have | <input type="checkbox"/> Interested in Quotation |

**GENERAL INFORMATION**

4. Name(s) of Legal Entity(ies) to be insured (as referenced on your letterhead)

Citak & Citak

5. Your Primary Location (Street Address, City, State, Zip Code, County)

270 Madison Avenue, Suite 1203, NY, NY 10016

6. Phone

212-759-9585

7. Fax Number

212-759-2979

**PLEASE ATTACH A COPY OF THE FIRM'S LETTERHEAD FOR EACH OFFICE LOCATION.**

8. Does your firm practice from any other office location(s)?

- ☐ Yes ☒ No (If yes, please complete the *Additional Locations Supplement*.)

9. Date Applicant

Firm Established

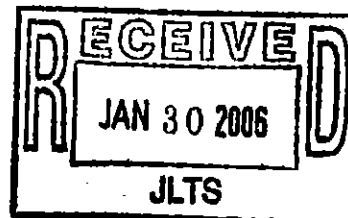
1982

10. Indicate your firm formation or legal status (check one):

- ☒ Partnership ☐ Professional Corporation or Association ☐ Limited Liability Company or Partnership  
☐ Sole Proprietor ☐ Association ☐ Other: \_\_\_\_\_

11. Indicate the Firm's gross revenue for the applicable fiscal year. (If Firm is newly established, please advise best estimate for current fiscal year only):

- a. Estimate for current fiscal year \$ 575 000  
b. Actual for immediate past fiscal year \$ 565 000  
c. Actual for second previous fiscal year \$ 917 000



12. Do you have any single client(s) representing 20% or more of your gross revenue? ..... ☐ Yes ☒ No

If yes, please list.

Client/Industry	Area(s) of Practice	Percent of Your Revenue Derived from Client

13. Do you advertise? ..... ☐ Yes ☒ No

If yes, please indicate in which of the following media and include a copy of the ad and/or transcript.

☐ Yellow Pages ☐ Fliers ☐ Newspapers ☐ Periodicals ☐ Radio ☐ Television ☐ Internet

14. List all predecessor firm(s) of the applicant. This is defined as a law firm or practice which has undergone dissolution and at least 50% of the owners, officers, partners, principals or shareholders of the prior firm have joined the successor firm.

Name of Prior Firm/Sole Practitioner	Date Established	Date Dissolved	No. of Owners, Officers, Partners at		No. of Owners, Officers, Partners from Prior Firm who joined successor
			Start	End	
None					

15. If you are a Sole Proprietor, have you made arrangements with another attorney to handle your cases in the event of your extended absence from your practice? ..... ☐ Yes ☐ No

If yes, please provide the following concerning your back-up attorney: .....

☒ N/A

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

City/State: \_\_\_\_\_

16. Is this a full-time, private practice of law? ..... ☒ Yes ☐ No

17. Please list all attorneys associated with the Firm (including yourself) by category, using the following position designations.

O = Owner/Officer/Shareholder

S = Sole proprietor

EA = Employed practicing attorneys

A = Associate practicing for the Firm

OC = Of Counsel attorney of the Firm

of the firm not otherwise designated

P = Partner of the partnership

CA = Attorneys on contract or per diem

RP = Retired partners of the Firm

Name	Position (see key)	Month/Year Admitted to Bar (Identify All States)	Month/Year Attorney Joined Firm	Annual Hours Worked Per Week for OCs and any part-time lawyers	Participated in CLE during the past (12) months?
Burton Citak	P	12/1952		35	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Donald Citak	P	2/1981		45	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No

18. Does the Firm or any member of the Firm have any other law partner(s), associated, employed or independently contracted attorney(s) other than those named above? ..... ☐ Yes ☒ No

If yes, please provide details of such relationships.

19. Does any member of the Firm act as a public defender, prosecuting attorney, public official, an in-house attorney of any corporation or governmental agency, or an independent contractor or Of Counsel to another firm? ..... ☐ Yes ☒ No

If yes, please provide details.

20. Provide the total number of non-attorney staff serving as:

Law Clerks 1

Abstractors

Clerical

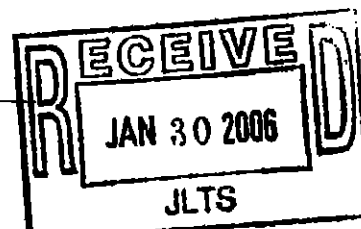
Investigators

Paralegals

Title Agents

Other

Secretary



21. Does any attorney or non-attorney member of your Firm provide professional services as an accountant, insurance agent or broker, investment adviser, real estate agent or broker or securities agent or broker? ..... ☐ Yes ☐ No  
 If yes, please indicate member's name, type of services provided, percentage of time spent, under which name these services are provided, professional liability carrier, limit of liability and copy of letterhead used.
22. Complete the following chart based upon the Firm's gross revenue for each category. The total must equal 100%. If Firm is newly established, please provide best estimate.

Area of Practice	% of Practice	Area of Practice	% of Practice
Administrative	%	Investment Counseling / Money Management	%
Admiralty / Maritime - Defense	%	Loans	%
Admiralty / Maritime - Plaintiff (6)	%	Labor Law - Management	%
Antitrust / Trade Regulation	%	Labor Law - Union	%
Arbitration / Mediation	5 %	Labor Litigation - Defense	5 %
Aviation	%	Labor Litigation - Plaintiff (6)	5 %
Banking / Financial Institutions (1)	%	Litigation - Commercial - Defense	8 %
Bankruptcy	5 %	Litigation - Commercial - Plaintiff (6)	7 %
BI / PI - Defense	5 %	Mergers and Acquisitions	%
BI / PI - Plaintiff	10	Municipal / Governmental - Zoning & Planning	%
General Liability (6)	%	Municipal / Governmental - Other (Not Bonds)	%
Medical Malpractice (6)	%	Oil / Gas / Minerals	%
Products Liability (6)	%	Patent (2)	%
Other Plaintiff (6)	%	Public Utilities	%
Civil Rights / Discrimination	%	Real Estate - Commercial (4)	10 %
Collection / Repossession / Foreclosures	%	Real Estate - Escrow Agent (4)	%
Communication / FCC	%	Real Estate - Residential (4)	10 %
Copyright / Trademark (Not Patent) (2)	%	Real Estate - Title Work (4)	%
Corporate - Formation / Alteration	%	Real Estate - Syndication / Development (4)	%
Corporate - General	10 %	School Law	%
Criminal	%	Securities, Bonds, Secured Transactions (5)	%
Domestic Relations / Family / Juvenile	10 %	Social Security / Elder Law	%
Eminent Domain	%	Tax - Corporate / Business Opinions	%
Employee Benefit Plans / ERISA	%	Tax - Corporate / Business Preparation	%
Entertainment / Sports (3)	%	Tax - Individual	%
Environmental - General (4)	%	Water Rights	%
Environmental - Litigation	%	Workers Compensation - Defense	%
Estate / Estate Planning / Probate / Trusts / Wills	10 %	Workers Compensation - Plaintiff (6)	%
Foreign (Non-U.S. Law) / International	%	Other-Describe in Detail-Miscellaneous Not Acceptable	%
Healthcare	%		
Insurance	%	THE ABOVE MUST TOTAL 100%	100

If the Firm practices in any area(s) above with a numerical notation(s), complete the associated Supplemental Information below

(1) Financial Institutions

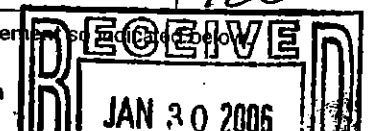
(3) Entertainment

(5) Securities

(2) Copyright Patent Trademark

(4) Real Estate

(6) Plaintiff Litigation



Jan-31-2006 01:33 PM Citak and Citak 12127592979

2/2

01/31/2006 10:03 5187823141

JLT SERVICES

PAGE 02/02

21. Does any attorney or non-attorney member of your Firm provide professional services as an accountant, insurance agent or broker, investment adviser, real estate agent or broker or securities agent or broker? ..... ☐ Yes ☒ No  
 If yes, please indicate member's name, type of services provided, percentage of time spent, under which name these services are provided, professional liability carrier, limit of liability and copy of letterhead used.

22. Complete the following chart based upon the Firm's gross revenue for each category. The total must equal 100%. If Firm is newly established, please provide best estimate.

Area of Practice	% of Practice	Area of Practice	% of Practice
Administrative	%	Investment Counseling / Money Management	%
Admiralty / Maritime - Defense	%	Loans	%
Admiralty / Maritime - Plaintiff (8)	%	Labor Law - Management	%
Antitrust / Trade Regulation	%	Labor Law - Union	%
Arbitration / Mediation	5 %	Labor Litigation - Defense	5 %
Aviation	%	Labor Litigation - Plaintiff (6)	5 %
Banking / Financial Institutions (1)	%	Litigation - Commercial - Defense	8 %
Bankruptcy	5 %	Litigation - Commercial - Plaintiff (6)	7 %
BI / PI - Defense	5 %	Mergers and Acquisitions	%
BI / PI - Plaintiff	10	Municipal / Governmental - Zoning & Planning	%
General Liability (6)	%	Municipal / Governmental - Other (Not Bonds)	%
Medical Malpractice (6)	%	Oil / Gas / Minerals	%
Products Liability (6)	%	Patent (2)	%
Other Plaintiff (6)	%	Public Utilities	%
Civil Rights / Discrimination	%	Real Estate - Commercial (4)	10 %
Collection / Repossession / Foreclosures	%	Real Estate - Escrow Agent (4)	%
Communication / FCC	%	Real Estate - Residential (4)	10 %
Copyright / Trademark (Not Patent) (2)	%	Real Estate - Title Work (4)	%
Corporate - Formation / Alteration	%	Real Estate - Syndication / Development (4)	%
Corporate - General	10 %	School Law	%
Criminal	%	Securities, Bonds, Secured Transactions (5)	%
Domestic Relations / Family / Juvenile	10 %	Social Security / Elder Law	%
Eminent Domain	%	Tax - Corporate / Business Opinions	%
Employee Benefit Plans / ERISA	%	Tax - Corporate / Business Preparation	%
Entertainment / Sports (3)	%	Tax - Individual	%
Environmental - General (4)	%	Water Rights	%
Environmental - Litigation	%	Workers Compensation - Defense	%
Estate / Estate Planning / Probate / Trusts / Wills	10 %	Workers Compensation - Plaintiff (6)	%
Foreign (Non-U.S. Law) / International	%	Other-Describe in Detail-Miscellaneous Not Acceptable	%
Healthcare	%		
Insurance	%	THE ABOVE MUST TOTAL 100%	100

If the Firm practices in any area(s) above with a numerical notation(s), complete the associated Supplement to this form.

(1) Financial Institutions

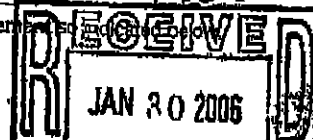
(3) Entertainment

(5) Securities

(2) Copyright Patent Trademark

(4) Real Estate

(6) Plaintiff Litigation



23. Has any member or former member of the Firm, at any time in the past six (6) years, provided any legal services or served as a fiduciary, committee member, director, officer, partner or employee of any Financial Institution? ☐ Yes ☒ No  
If yes, please complete the *Financial Institution Supplement*.
24. Has any member or former member of the Firm, at any time in the past six (6) years, provided legal services:  
a. To issuers, underwriters or affiliates thereof, with respect to the issuance, offering or sale of securities? ..... ☐ Yes ☒ No  
b. In any way related to the formation, syndication, promotion or management of any limited partnerships? .... ☐ Yes ☒ No  
If yes to any part of Question 24 above, please complete the *Securities Supplement*.
25. Does the Firm provide any services in connection with any pre-paid legal services plan? ..... ☐ Yes ☒ No  
If yes, please provide details.

### RISK MANAGEMENT

26. Concerning your docket control and/or calendaring system(s):
- Does the Firm regularly make use of these system(s) with at least two independent date controls for each item? ..... ☒ Yes ☐ No
  - Indicate all types regularly utilized: ☒ Computer ☐ Tickler System ☒ Two Calendar System  
☐ Other (Describe): ☒ Perpetual Calendar ☐ Daytimer ☒ Pocket Calendar
  - Are two separate individuals entering dates into different systems for the same matter? ..... ☒ Yes ☐ No
  - Are the entries in different systems being cross-checked on a regular basis? ..... ☒ Yes ☐ No
  - Who is calculating the follow-up dates to be entered into the systems? Partner
  - If the answer to the above is not an attorney, does an attorney regularly review them to make sure the proper date has been selected? ..... ☒ Yes ☐ No
  - If you are a Sole Practitioner with no employees, who is providing back-up for these systems in the event of your extended absence? NA
  - Do you have a procedure in place to ensure that calendar entries are being reviewed and responded to for any attorney who is absent from the office for an extended period? ..... ☒ Yes ☐ No
27. Concerning your conflict of interest avoidance system(s) and procedure:
- Does the Firm regularly make use of a conflict of interest avoidance procedure when accepting new clients or a new matter from existing clients? ..... ☒ Yes ☐ No
  - Indicate method(s) used to achieve conflict checks:  
☒ Oral/Memory ☒ Computer ☐ Index File ☐ Conflict Committee ☐ Perpetual Calendar ☒ Client Lists  
☐ Other (Describe): \_\_\_\_\_
  - Does the Firm disclose to clients, in writing, all actual or potential conflicts of interest? ..... ☒ Yes ☐ No
  - Upon disclosure of actual or potential conflicts, do you or your Firm always obtain written consent to perform ongoing legal services or decline further representation in writing? ..... ☒ Yes ☐ No
  - Does this procedure capture attorney-client relationships established by predecessor, merged or acquired firms? ☒ NA ..... ☐ Yes ☐ No
28. Has the Firm or any present or former member of the Firm or predecessor firm provided legal professional services to clients or referred clients to any business organization in which ANY FIRM MEMBER OR SPOUSE ever:
- Served as a director, officer, partner, trustee or fiduciary (such as an administrator, conservator, executor, guardian, trustee, receiver, escrow agent)? ..... ☐ Yes ☒ No
  - Owned an equity or financial interest? ..... ☐ Yes ☒ No
- If yes to any part of Question 28 above, please complete the *Outside Interest and/or Trustee Supplement(s)* as applicable.
29. Do you regularly make use of written fee or retainer agreements and/or engagement letters when accepting work? ..... ☒ Yes ☐ No  
If no, please explain how you eliminate misunderstandings about the scope and cost of services being provided.
30. Do you regularly make use of written declination or non-engagement letters when declining work? ..... ☒ Yes ☐ No  
If no, please explain how you eliminate misunderstandings about representation.
31. Within the past five (5) years, have you sued to collect fees or threatened to do so? ..... ☐ Yes ☒ No  
If yes, please indicate number \_\_\_\_\_ and advise what steps you are taking to prevent countersuits for malpractice.
32. What percentage of your accounts receivable are over ninety (90) days past due? 5%  
If more than 30%, what steps are being taken to reduce this percentage?



### PRIOR COVERAGE AND CLAIMS HISTORY

33. In the past five (5) years, has any professional liability claim or suit ever been made against the Firm or any predecessor firm or any current or former member of the Firm or predecessor firm? ..... ☐ Yes ☒ No  
If yes, please indicate how many \_\_\_\_\_ and complete a separate Supplemental Claim Form for each claim.
34. Does any attorney for whom coverage is sought know of any incident, act, error or omission that could result in a claim or suit against the Firm or any predecessor firm or any of the current or former members of the Firm? ☐ Yes ☒ No  
If yes, please indicate how many \_\_\_\_\_ and complete a separate Supplemental Claim Form for each incident.
35. Has any attorney for whom coverage is sought been refused admission to practice, disbarred, suspended, reprimanded, sanctioned, or held in contempt by any court, administrative agency or regulatory body or been the subject of a disciplinary complaint made to any of the aforementioned entities? ..... ☐ Yes ☒ No  
If yes, please provide details.
36. List the Lawyers Professional Liability Insurance Coverage carried during the past five (5) years, including any periods without coverage. Also, if currently uninsured, please check this box: ☐

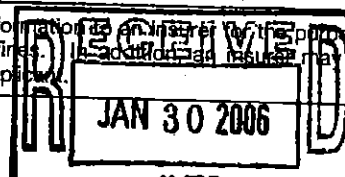
	Name Of Insurer	Policy Period		Limits of Liability	Deductible/ Retention	Premium	No. Of Attorneys Insured
		From MM/DD/YY	To MM/DD/YY				
Current Year	Liberty	4/28/05	4/28/06	1 million	\$5,000.00		2
Prior Year 1	Liberty	4/28/04	4/28/05	1 million	\$5,000.00	7123	2
Prior Year 2	Liberty	4/28/03	4/28/04	1 million	\$2,500.00		2
Prior Year 3	Liberty	4/28/02	4/28/03	1 million	\$2,500.00		2
Prior Year 4	Liberty	4/28/01	4/28/02	1 million	\$2,500.00		2

37. Inception date of firm's first claims made policy, maintained without interruption to date: 1996
38. Does your current policy have a prior acts limitation or retroactive date applicable to the Firm or any individual attorney? ..... ☒ Yes ☐ No  
If yes, please indicate date and to whom it applies if other than the Firm: Full
39. Does your current policy contain any exclusions or coverage limitations tailored specifically to your Firm? ..... ☐ Yes ☒ No  
If yes, please describe and attach a copy of the endorsement:
40. In the past five (5) years, has the Firm or any Firm member ever had professional liability insurance or similar insurance declined, cancelled or non-renewed? ..... ☐ Yes ☒ No  
(Missouri residents, do not answer)  
If yes, please explain.
41. Has the Firm or any attorney for whom coverage is sought ever purchased an extended reporting period endorsement? ..... ☐ Yes ☒ No  
If yes, please provide details.

**ARKANSAS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**DISTRICT OF COLUMBIA: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. It is a crime to deny insurance benefits if false information materially related to a claim was provided by the applicant.



**FLORIDA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**HAWAII:** For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

**KENTUCKY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**LOUISIANA:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**MAINE:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**MINNESOTA:** A PERSON WHO SUBMITS AN APPLICATION OR FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

**NEW JERSEY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NEW MEXICO:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**NEW YORK (Non Auto):** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**OHIO:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**OKLAHOMA: WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**OREGON:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact, may be violating state law.

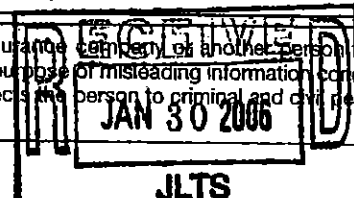
**PENNSYLVANIA:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

**VERMONT:** Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a crime, subjecting the person to criminal and civil penalties.

**VIRGINIA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**WEST VIRGINIA:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**ALL OTHER STATES:** Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties. Not applicable in Nebraska.



**YOUR SIGNATURE AND AUTHORIZATION**

The undersigned authorized representative of the firm, or individual if this application is for an individual, agrees to all to the following:

- The statements and representations made in this application are true and complete and, if issued, this application and any supplements will be attached to and made a part of the policy.
- If the information supplied in this application changes between the date of the application and the effective date of any insurance policy issued by St. Paul Travelers in response to this application, you will immediately notify us of such changes, and we may withdraw or modify any outstanding quotation or agreement to bind coverage.
- The St. Paul Travelers is authorized to make an investigation and inquiry in connection with this application.
- The St. Paul Travelers is not bound or obligated to issue any insurance policy or to provide the insurance requested in this application.

Signature (Partner, Member, Officer, Proprietor)

Title

Date

**Important Note:** This application is not a representation that coverage does or does not exist for any particular claim or loss, or type of claim or loss, under any insurance policy issued by St. Paul Travelers. Whether coverage exists or does not exist for any particular claim or loss under any such policy depends on the facts and circumstances involved in the claim or loss and all applicable wording of the policy actually issued.

**INSURANCE AGENT OR BROKER MUST COMPLETE THE FOLLOWING:**

Broker or Agent Name

Soliciting Producer Name

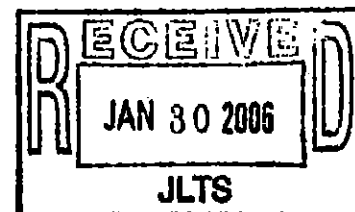
Broker or Agent License No.

City

State

Date submitted

Return this application to your insurance agent. Agents should forward this submission to JLT Services Corporation, 13 Cornell Road, Latham, NY 12110, Telephone: 1-800-998-5545, Facsimile: 518-782-3139.





**St. Paul Travelers 1<sup>ST</sup> Choice<sup>SM</sup>**  
**Lawyers Professional Liability Insurance Real Estate Practice Supplement**

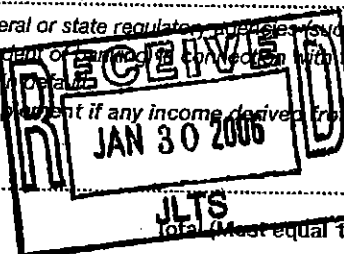
St. Paul Fire and Marine Insurance Company, Saint Paul, Minnesota  
 St. Paul Mercury Insurance Company, Saint Paul, Minnesota  
 St. Paul Guardian Insurance Company, Saint Paul, Minnesota

*Please complete this Supplement and submit it to St. Paul Travelers along with your completed Lawyers Professional Liability Insurance Application, (form 58459) if instructed to do so. You agree that this Supplement will become part of your application for Lawyers Professional Liability Insurance and is subject to the same terms.*

1. Name(s) of Legal Entity(ies) to be insured (as referenced on your letterhead)

**REAL ESTATE PRACTICE BREAKDOWN**

	Current Year	Previous 12 Months
2. What percent of your real estate practice receipts for the current year and preceding year have come from the following areas:		
a. Purchase and Sale Residential Property .....	30 %	30 %
Commercial .....	30 %	30 %
<i>e.g., transactional work performed on behalf of buyers or sellers including negotiations and drafting of earnest money contracts (purchase agreements), option agreements, deeds and other closing documents, representation at closing and other related activities.</i>		
b. Land Use/Development .....	0 %	0 %
<i>e.g., representation of landowners, developers and others in zoning, subdivision, planned unit developments, wetlands and other development and land use processes before federal, state and/or local governmental units.</i>		
c. Mortgages, Contracts for Deeds and Foreclosure .....	5 %	5 %
<i>e.g., representation of lenders* or borrowers in the purchase money financing, refinancing or other real estate secured lending, including negotiation of loan documents, foreclosure of mortgages or trustee's sales under deeds of trust and other exercises of remedies in the event of a default or breach under the financing documents.</i>		
<i>Please complete the Financial Institutions Supplement if any income derived from representation of financial institutions.</i>		
d. Landlord/Tenant .....	25 %	25 %
<i>e.g., representation of either landlords or tenants in the drafting and negotiation of lease terms, representation in litigation brought to challenge or enforce the lease, evict the tenant or collect amounts owing.</i>		
e. Construction Work and Mechanics' Liens .....	0 %	0 %
<i>e.g., representation of developers, contractors, lenders and land owners in connection with the construction of improvements upon real estate and claims (such as mechanics' liens) arising out of construction of such improvements.</i>		
f. Real Estate Tax Abatement/Property Valuation .....	0 %	0 %
<i>e.g., representation of property owners before county agencies and courts in proceedings to contest property valuations and obtain abatements or refunds of assessed real estate taxes.</i>		
g. Condominiums, Cooperatives, and Town Houses (Including Conversions) .....	10 %	10 %
<i>e.g., representation of developers, homeowners' associations, cooperative boards of directors, or individuals in the issues arising out of the common ownership and common rights of such schemes of property ownership.</i>		
h. Loan Workouts* .....	0 %	0 %
<i>e.g., representation of lenders*, borrowers, or federal or state regulatory agencies such as the Resolution Trust Corporation or a state superintendent of banks in connection with the restructuring of real estate secured loans that are in default.</i>		
<i>Please complete the Financial Institutions Supplement if any income derived from representation of financial institutions.</i>		
i. Other (Please describe) .....	0 %	0 %
<b>Total (Must equal 100%)</b> .....	<b>100 %</b>	<b>100 %</b>



3. Do your legal services in connection with a property transfer or leasing transaction include documented protocols to evaluate:
- a. Whether the type of business in question creates, or may in the past have created, environmental problems? ..... ☐ Yes ☒ No
- b. Whether any real or personal property owned or leased, now or in the past, or property to be acquired is likely to be contaminated by hazardous substances (e.g., asbestos, lead, PCBs, etc.)? ..... ☐ Yes ☒ No
- c. Whether any specific site locations owned or leased, operated now or in the past, or property to be acquired are located in or are adjacent to ecologically sensitive areas (such as wetlands, flood plains, aquifers or conservation areas, etc.)? ..... ☐ Yes ☒ No
- d. Whether any corporate entity connected to the client including all past and present parent subsidiaries, divisions and spin-offs has ever been fined, penalized, cited or sued for violating any federal, state or local environmental law or regulations? ..... ☐ Yes ☒ No
4. Do you require:
- a. Investigation of potential, material environmental risks before resolution of price and other central terms and condition? ..... ☒ Yes ☐ No
- b. A thorough review with the client of the economic impact of known environmental considerations and potential benefits of further identification or qualification of environmental risks, in property transfer or leasing transactions with potential material environmental exposure? ..... ☒ Yes ☐ No
- If "No" to any part of Question 4, are clients advised in writing to seek independent professional evaluations of potential environmental exposures? ..... ☐ Yes ☐ No

**FLORIDA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For all other applicable state fraud warnings, please see the main application.


## NOTICE

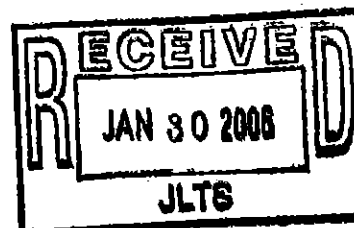
Must be signed and dated by an Owner, Partner or Principal as duly authorized on behalf of the Applicant.

Signature of Owner, Partner or Principal

Title

Date \_\_\_\_\_

Must be signed and dated by an Owner, Partner or Principal as duly authorized on behalf of the Applicant.		
Signature of Owner, Partner or Principal 	Title Partner	Date 1/20/06





**St. Paul Travelers 1<sup>st</sup> Choice<sup>SM</sup>**  
**Lawyers Professional Liability Insurance Plaintiff Litigation Supplement**

- ☐ St. Paul Fire and Marine Insurance Company, Saint Paul, Minnesota  
☐ St. Paul Mercury Insurance Company, Saint Paul, Minnesota  
☐ St. Paul Guardian Insurance Company, Saint Paul, Minnesota

*Please complete this Supplement and submit it to St. Paul Travelers along with your completed Lawyers Professional Liability Insurance Application, (form 58459) if instructed to do so. You agree that this Supplement will become part of your application for Lawyers Professional Liability Insurance and is subject to the same terms.*

1. Name(s) of Legal Entity(ies) to be insured (as referenced on your letterhead)

Citak & Citak

IF FIRM IS NEWLY ESTABLISHED, PLEASE PROVIDE YOUR BEST ESTIMATE.

2. Describe the types of cases handled (e.g. admiralty, aviation, asbestos, bodily injury, breast implant, commercial, discrimination, general liability, medical malpractice, personal injury, products, toxic tort, sexual harassment, tobacco, worker's compensation, unfair competition, wrongful death, etc.)

Arbitration

Commercial or Corporate

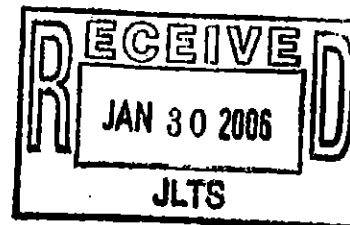
Labor Litigation

General Liability

Bodily Injury/Personal Injury

Domestic Relations

3. What is the Firm's average litigation case load per year? ..... 50
4. What percentage of the Firm's litigation cases are settled before trial? ..... 98 %
5. What percentage of the Firm's litigation cases are tried to a verdict? ..... 1 - 2 %
6. What percentage of the Firm's litigation cases are handled on a contingency fee basis? ..... 50 %
7. What is the estimated average dollar size of judgments, awards and settlements in the litigation cases handled by the Firm? ..... \$ 15,000
8. What is the largest judgment, award or settlement in a litigation case achieved by the Firm in the past five years? ..... \$ 2,200,000
9. Does the Firm take litigation case referrals from other law firms? ..... ☒ Yes ☐ No  
 If yes, please indicate the approximate number of cases and the types involved. 4-5, Personal Injury, Commercial and Labor
10. Does the Firm refer cases to other law firms? ..... ☒ Yes ☐ No  
 If yes, please indicate the approximate number of cases and the types involved. 2-3, Compensation and Malpractice
11. Has the Firm been involved in any class action plaintiff cases within the past five years? ..... ☐ Yes ☒ No  
 If yes, please describe the type of case, the injury or loss involved and the number of plaintiff's involved.



**FLORIDA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**KENTUCKY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

For all other applicable state fraud warnings, please see the main application.

**NOTICE**

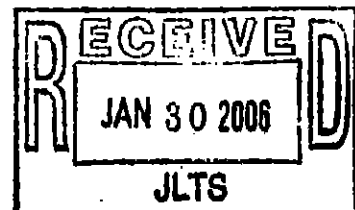
Must be signed and dated by an Owner, Partner or Principal as duly authorized on behalf of the Applicant.

Signature of Owner, Partner or Principal

Title

Date

*[Signature]* *[Signature]* *[Signature]* 1/20/06



# INSURANCE BINDER

DATE  
3/27/06

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

**PRODUCER:**

JLT Services Corporation  
13 Cornell Road  
Latham, NY 12110  
800-998-5545 518-782-3139

**COMPANY**

St Paul Fire and Marine Ins Co

**BINDER#**

53441

Binder Effective Date : 04/28/06 12:01 a.m.

Binder Expiration Date : 05/28/06 12:01 a.m.

Agency Customer #: CITA961

This Binder is issued to extend Coverage in the above named  
Company per expiring policy #: NEW

**INSURED:**

Citak & Citak  
Attorneys at Law  
270 Madison Avenue, Suite 1203  
New York, NY 10016

**Description of Operations:**

Lawyers Professional Liability

**COVERAGES:** Lawyers Professional Liability

**Policy Period:** 04/28/06 to 04/28/07

**Policy #:** 507JB0670

☐ Occurrence  
☒ Claims Made

**Retroactive/Prior Acts Date for Claims Made FULL**

**Liability Limits:**

Each Claim: \$1,000,000

Aggregate : \$1,000,000

**Deductible:**

Each Claim: \$5,000

Aggregate: \$N/A

**Premium:** \$7,038.00

**Special Conditions:**

40705 05-84 LA000 06-04 LA002 12-04 LA005 04-05 LA008 06-04 LA048 03-05

**Notes: This binder is a summation of the limits, terms, coverage, and conditions all of which are superceded by the actual policy when issued.**

**Authorized Representative:**

*Patricia A. Wilson*

## **CONDITIONS**

The Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### **Applicable in California**

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### **Applicable in Delaware**

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be cancelled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### **Applicable in Nevada**

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

**St Paul Fire and Marine Insurance Company**

**Lawyers' E&O  
Premium Quote**

Quote Date: 3/1/2008  
Underwriter: Cateen Legault  
Current Carrier: Liberty  
Expiring Premium: \$9,865

Insured:	Click & Click		Effective Date:	4/29/2005	Error In dates
Commission:			Expiration Date:	4/29/2007	
State:	<div> <div>New York - Tier 1</div> <div>▼</div> </div>	Street Address:	270 Madison Avenue		
AW/DOL:	<div> <div>DOL</div> <div>▼</div> </div>	Zip Code:	10016		
		Policy Number:			

Limit: \$1,000,000 / 1,000,000 ▼

000'5\$

Deductible Type: Loss Only

**Aggregate Deductible:**

Area of Practice	Business	Class	Minimum	Maximum	Selected	Documentation
Class 1: Other	30%	1.00			0.95	
Class 2: Bankruptcy	5%	1.15			1.00	
Class 3: Bodily Injury / Personal Injury - Defense	5%	0.80			0.75	
Class 4: Bodily Injury / Personal Injury - Plaintiff	10%	1.40				
Class 5: Corporate Firm	10%	1.10				
Class 6: Other	10%	1.00				
Class 7: Administrative	10%	0.80				
Class 8: Labor Litigation - Defense	5%	0.80				
Class 9: Labor Litigation - Plaintiff	5%	1.15				
Class 10: Real Estate - Commercial	10%	1.15				
<b>Total:</b>	<b>100%</b>	<b>1.04</b>				
<b>Modification Factor:</b>	<input checked="" type="checkbox"/> (Check to give 5% Credit)					
1. Continuing Professional Education						
2. Firm Size						
3. Experience Period Loss Ratio	0%-10%					
4. Disciplinary Action						
Financial Penalties						
Suspension/Revocation of License						
Indicted or Currently Under Indictment						
5. Individual Risk Modification Plan						
Percentage of insureds' fees from largest client	Above Average: Less than 15%					
Percentage of fees from financial institutions of Publicly Held Corporations	Above Average: Less than 10%					
Procedures and Monitoring	Above Average: Written Procedures and monitors in place, 8-hour training					
Date Deadline/Docket Control	Above Average: At least 2 independent manual systems in place plus a computerized system					
Combined Individual Risk Mod	credit (mod<1.0) debit (mod>1.0)					
Combined Modification Factor						

**TOTAL POLICY PREMIUM: \$7,038**

**Comments:**

**POLICY FORM LIST**

Here's a list of all forms included in your policy, on the date shown below. These forms are listed in the same order as they appear in your policy.

---

Title	Form Number	Edition Date
Policy Form List	40705	05-84
Lawyers Professional Liability Policy Cover Page	LA000	06-04
Lawyers Professional Liability Declarations Page	LA002	12-04
New York - Lawyers Professional Liability Coverage Form	LA005	04-05
Nuclear Liability Exclusion	LA008	06-04
New York Application and Declaration Page		
Addendum Claims-Made Disclosure Form	LA048	03-05

---

<b>Name of Insured</b>	<b>Policy Number</b> 507JB0670	<b>Effective Date</b> 04/28/06
Citak & Citak	<b>Processing Date:</b> 03/27/2006	

---